

Request For Qualifications

Missouri River Terminal
Phase 1
Roadway/Bridge Access
Progressive Design-Build Project
Jackson County, MO

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1. Introduction

Port KC is soliciting Statements of Qualification (SOQ) from entities (Submitter) interested in providing progressive design-build services for the Missouri River Terminal (MRT Phase 1 Roadway Access Design-Build Project (Project)). The Project provides roadway improvements and extensions, including a bridge over the Blue River from N. Century Ave to the MRT site in Jackson County, Missouri.

1.1 Project Description

The project extends N. Century Ave south over the Blue River to the MRT site. The roadway and bridge will carry two industrial traffic lanes and will provide bicycle and pedestrian accommodations. The successful Proposer will be responsible for management, design, construction, Quality Assurance, and Quality Control of the Project. It is anticipated that the Proposer will have or secure a project office within the State of Missouri and within reasonable proximity to the jobsite.

1.2 Estimated Cost and Maximum Time Allowed

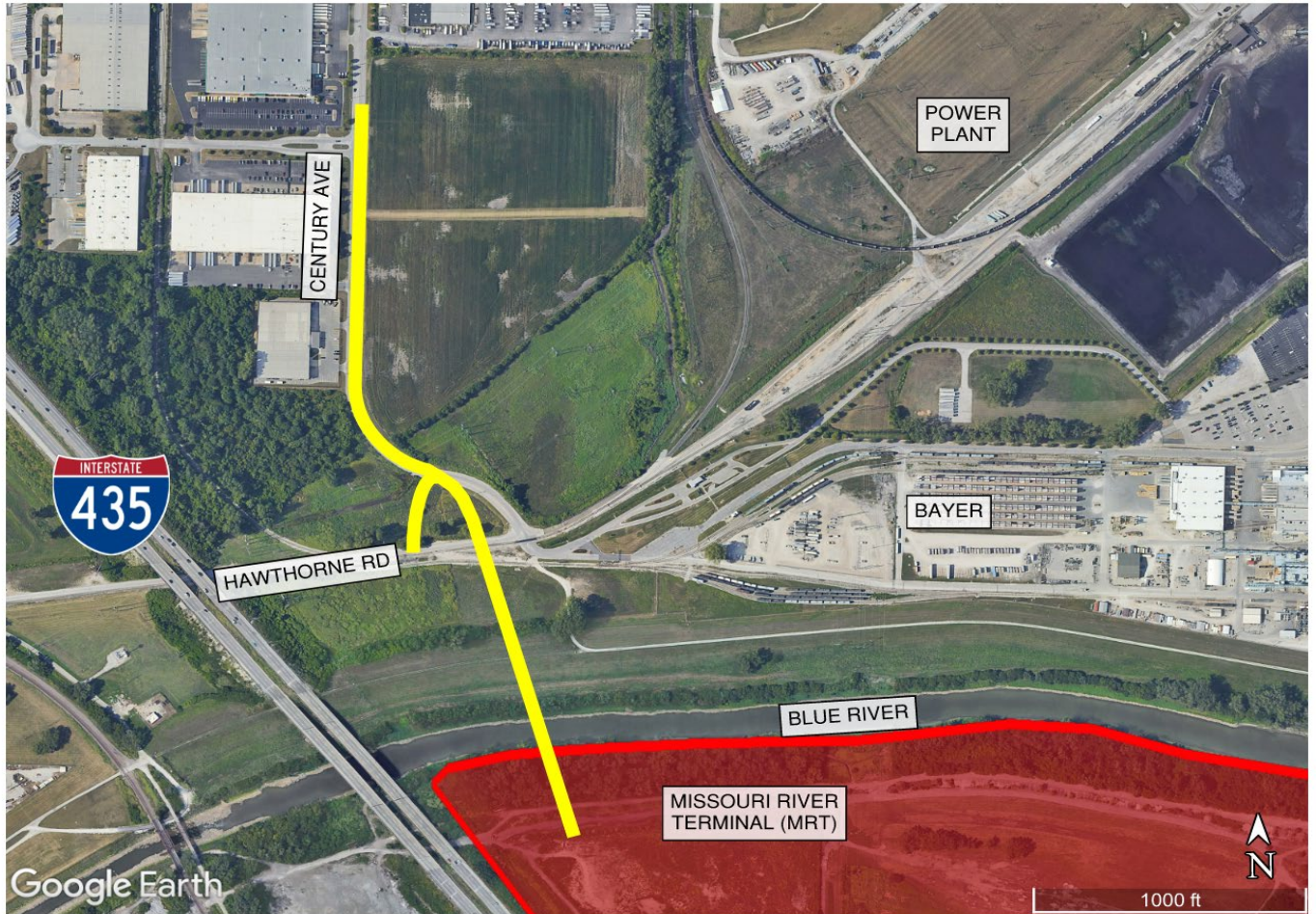
The Project funding is \$25 million including the progressive design-build contract, Right of Way acquisition, utility reimbursements and other miscellaneous expenses. The Project must be completed by July 1, 2026

1.3 Project Goals

The following prioritized goals have been established for the project:

- a) Deliver the project within budget and on time.
- b) Implement innovative transportation solutions to accelerate implementation and reduce costs.
- c) Provide durable and maintainable infrastructure.
- d) Provide access to the MRT for automobile and industrial truck traffic.

1.4 Project Map



2. Request for Qualifications (RFQ) Process

2.1 One-Phased Qualifications based Progressive Design-Build Procurement Process

Port KC will use a one-phase procurement process to select a progressive design-build contractor to deliver the Project. The Request for Qualifications (RFQ) is issued as part of the first phase to solicit information, in the form of SOQ's that Port KC will evaluate to determine which Submitter is the most highly qualified to successfully deliver the Project. Port KC will shortlist at least two, but no more than five of the most highly qualified submitters to participate in interviews.

2.2 Submitter Information

If an entity intends to submit a SOQ as part of a team, the entire team is required to submit a single SOQ as a single Submitter.

Port KC may disqualify a Submitter if any of its Major Participants (as defined in Section 6.1) belong to more than one Submitter Organization.

Port KC may disqualify a Submitter that violates the DBE exclusively referred to in Section 6.9.

2.3 Procurement Schedule

Item	Date
Issue RFQ	April 19, 2024
2024 Responses to RFQ Questions/Final Addendum	May 3, 2024 at 3pm CST
SOQ Due	May 10, 2024 at 1pm CST
Shortlisted Submitters Notified	May 17, 2024
Interviews	Week of May 20-24, 2024
Selection of Apparent Most Qualified	by May 31, 2024

3. Statement of Qualification (SOQ) Contents and Evaluation Criteria

This section describes specific information that must be included in the SOQ and addresses the evaluation criteria Port KC shall utilize.

3.1 Organization of SOQ

The SOQ shall be organized as follows:

- a) Cover Letter
- b) Title Page
- c) Table of Contents
- d) Part 1- Administrative Elements (Pass/Fail)
- e) Part 2- Submitter Experience (50 Points)
- f) Part 3- Key Personnel and Organization (25 Points)
- g) Part 4- Quality and Safety Approach (15 Points)
- h) Part 5- Key Trade Partners (10 Points)

3.2 Cover Letter

A one-page cover letter shall be included in the SOQ. The cover letter shall identify the lead organization and primary members of the team. Primary members include the design team and contractors, name of the entity with whom Port KC will be contracting, and identify if this will be a partnership, corporation, joint venture, etc. If a joint venture, the person who has authority to sign the contract on behalf of the joint venture shall be named. The contact, mailing address, phone number and email address for the entity shall be provided.

3.3 Part-1 Administrative Elements (Pass/Fail)

Submittal Requirements:

- Form 4: Receipt of Addenda
- Form 5: Conflict of Interest (including a letter describing such conflicts if they exist)
- Form 8: Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Form 9: Acknowledgement of Exhibits A - D

Evaluation Criteria:

The Information on the completed forms submitted in Part 1 will be evaluated on a pass/fail basis.

3.4 Part 2- Submitter Experience (50 Points)

Submittal Requirements:

- An executive summary not to exceed three (3) pages covering the Submitter's demonstrated recent experience and relevance to the Project in the following areas:
 - **Design:** Provide specific examples of their relevant experience with the design of urban transportation facilities. Experience should include Design builds, Port KC experience, Kansas City MO roadways, bridges over rivers, coordination with railroads and utilities. The Submitter should demonstrate their ability to generate and incorporate innovative ideas, be on or ahead of schedule, not exceed the program budget, and resolve challenges.
 - **Construction:** Provide specific examples of their relevant experience with the construction of urban transportation facilities in Kansas City, MO. Describe experience building in restricted corridors with many constraints including utilities, local business access, drainage, railroads and in environmentally sensitive areas. The Submitter is also encouraged to showcase projects with design build, Port KC, Transystems, and the City of Kansas City, MO. The Submitter should demonstrate their ability to coordinate with numerous stakeholders to generate and incorporate innovative ideas while staying on or ahead of schedule, not exceeding the program budget, and resolving challenges.
 - **Stakeholder Interaction:** Describe previous efforts to coordinate with 3rd party agencies. Experience should highlight examples of

mitigating impacts to stakeholders and how teams successfully collaborated with the applicable regulatory authorities, including but not limited to railroads, local state and federal agencies and utility companies.

- **Form 1:** Major Participant Information. One form is to be completed for each Major Participant, as described in Section 6.1
- **Form 2:** Reference Project Summary. One summary is to be completed for each reference project described in the Submitter's experience executive summary. Each summary is limited to a maximum of two pages. A maximum of eight (8) reference projects can be described for Submitter (5-6 for construction and 2-3 for design). For ease of comparison, this form is not to be modified.

Evaluation Criteria:

Part 2 will be evaluated based on the Submitter's demonstrated performance on recent projects and the quality of completeness of the submittal requirements for this section. Port KC and its consultants will evaluate the Submitter's experience based on:

- Recent design and construction experience.
- Successful delivery of similar urban/industrial transportation projects.
- Use of innovative approaches to deliver a project within budget, such as Value Engineering Change Proposals, Design-Build projects, Additional Applicable Standards, Alternative Technical Concepts, etc.
- Demonstrated ability to address and resolve unexpected challenges encountered during similar projects.
- Recent experience successfully working with the regulatory authorities associated with similar urban and industrial highway facilities.
- Experience coordinating with railroads on projects.
- Past performance minimizing impacts to utilities and the ability to partner with utility owners to achieve mutually agreeable results.
- Past performance coordinating with local, state, and federal agencies.
- Recent experience successfully delivering projects on or ahead of schedule.
- Ability to procure and maintain bonding requirements contained in Exhibit A.

3.5 Part 3- Key Personnel and Organization (25 Points)

Each Submitter shall identify the experience, responsibilities and past achievements of the Key Personnel listed below.

- **Project Manager-** The project manager is responsible for all aspects of the Project including but not limited to the quality, overall design, construction, management, contract administration, safety, and environmental compliance. The Project Manager should have at least ten (10) years of experience including at least five (5) years of recent experience managing Progressive Design-Build projects in local areas.

The Project Manager shall have full authority to make the final decisions on behalf of the Proposer and have responsibility for communicating these decisions directly to Port KC's Project Director. The Project Manager should have an understanding of Project Partnering and hold Safety and Quality in the highest regard. The Project Manager must be assigned to the Project through substantial completion and readily be available for consultation through Project closeout.

- **Quality Manager-** The Quality Manager's responsibilities include, but are not limited to, creation and execution of the Submitter's quality program, quality personnel, assurance activities independent of production, enforcement of procedures, and documentation of quality records. Such records include documentation for design, construction, quality testing, environmental compliance, and erosion control. The Quality Manager should have at least five (5) years of recent experience developing, implementing, and overseeing quality programs in civil construction work. The Quality Manager shall report directly to Submitter's Management team. The Quality Manager shall not be the Project Manager. The Quality Manager may assign a designee to be a design Quality Manager during the design phase. The Quality Manager shall be required to be on site for all construction activities.
- **Design Manger-** The Design Manager is responsible for ensuring all aspects of the design of the Project are met. The Design Manager should have at least ten (10) years' experience managing the design of similar urban highways and bridges and must be a registered professional engineer in the State of Missouri or must have registration pending at the time of SOQ submittal and be registered for the duration of the Project. The Design Manager shall be assigned to the Project when design activities are being performed. During construction, the Design Manager shall be readily available for consultation.
- **Construction Manager-** The Construction Manager shall be responsible for managing the construction of the Project. The Construction Manager should have at least ten (10) years of recent experience in the construction of urban highways and bridges. The Construction Manager shall be on site for the duration of the construction phase.
- **Additional Key Personnel-** Submitters may identify up to two (2) additional key personnel that will support Submitters fulfillment of project goals. Additional Key Personnel should have recent experience in their respective areas of expertise. Additional Key Personnel identified by Submitter's should demonstrate the Submitter's approach to and understanding of successful delivery of a Progressive Design-Build project in an urban area. Key Personnel identified in the SOQ including any Additional Key Personnel may not be removed, replaced, or added without written approval of the Port KC Project Director.

Submittal Requirements:

- A one (1) page organizational chart indicating how the makeup and structure demonstrates the Submitter's ability to meet or exceed the goals.
- An executive summary of Key Personnel, not to exceed three (3) pages describing Key Personnel's qualifications and recent relevant experience related to the Project. This summary should include any experience the Key Personnel has with design and construction of highway projects, cost-saving innovations, and delivering projects on or ahead of schedule.
- Form 3: Resume Summary
- Form 7: Commitments of Key Personnel
- Resumes for the Key Personnel are to be included. Each resume is limited to one (1) page and shall include two (2) owner references by providing a contact name and phone number. Port KC reserves the right to contact references identified in the resumes.

Evaluation Criteria:

Part 3 will be evaluated based on the Submitter's ability to meet or exceed the Project goals and the quality of and completeness of their Submittal. Port KC will evaluate the Submitter's experience based on:

- Experience in design and construction of bridges, urban, and industrial roadways in similar corridors.
- The roles and responsibilities of each primary team member. The functional structure, levels of management, and reporting relationships for primary team members and major functions to be performed in managing, designing, and constructing the Project.
- Experience utilizing innovative approaches to deliver a project within budget.
- Relevance of tasks performed by Key Personnel on resumes for reference purposes.
- Experience and prior approach coordinating with railroads, local, state and federal agencies, and utilities.
- Experience and prior approach delivering projects on schedule or ahead of schedule.

3.6 Part 4- Quality and Safety Approach (15 Points)

Submittal Requirements

- An executive summary not to exceed one (1) page covering the Submitter's demonstrated recent experience and relevance to the Project in the following areas:
 - **Approach to Ensuring Safety:** Include the Submitter's safety record including lost time incidents and fatalities, OSHA recordables (including the policy requirements included in

Exhibit A), their safety philosophy, and examples of successfully implemented Safety Management Programs or innovations. Submitters should include information on industry standard safety statistics such as DART rates (Day Away, Restricted, and Transfer) and TRIR (Total Recordable Incident Rate)/

- **Quality Management Program:** Identify specific examples of the Submitter's quality management programs from previous Design-Build projects of similar size and complexity that demonstrate their ability to develop, implement, and maintain an integrated Quality Management Program throughout all phases of the project. Examples should include explanations of Submitter's testing program, inspection program, and field documentation processes.

Evaluation Criteria:

- Part 4 will be evaluated based on the Submitter's demonstrated performance on recent projects and the quality and completeness of their Submittal. Port KC will evaluate the Submitter's experience based on:
 - Recent safety history and company safety results including information for urban transportation projects.
 - Past performance in developing and implementing Quality Control and Quality Assurance programs on a major urban transportation project that can promptly identify and correct deficiencies.

3.7 Part 5- Key Trade Partners (10 Points)

Submittal Requirements:

- An executive summary not to exceed one (1) page covering the Submitter's demonstrated recent experience and relevance to the Project in the following areas:
 - **Key Trade Partners:** Describe your relationships with Key Trade Partners such as suppliers, subcontractors, and unions.

Evaluation Criteria:

- Part 5 will be evaluated based on Submitter's demonstrated performance on recent projects and the quality and completeness of their Submittal. Port KC will evaluate the Submitter's experience based on:
 - Past Performance identifying and implementing strategies to successfully engage with Key Trade Partners.

4. Submittal Requirements

4.1 Format

The SOQ must be formatted for 8.5" x 11" sized paper. Charts and other graphical information may be formatted for 11" x 17" sized paper. Use of 11" x

17” format shall be limited to a maximum of two (2) pages. The minimum font size is 11-point; however, 10-point text may be used with graphs or tables.

4.2 Due Date and Quantities

SOQ must be submitted by 1:00 pm, Central Time, on the date shown in Section 2.3. Port KC accepts no responsibility for misdirected or lost Submittals. One (1) electronic copy in PDF format of the RFQ response is to be submitted by email to: mmhelhaff@portkc.org as shown in Section 6.3 and detailed below. Hard copies will not be accepted.

Submitters’ SOQ Email:

- Submitters shall email one (1) electronic copy of their respective SOQ, in Portable Document Format (PDF) to mmehlhaff@portkc.org

SOQ Coordinator’s Response Email:

- The SOQ Coordinator will provide the Submitter a SOQ receipt after receiving the Submitter’s SOQ email.

4.3 Page Limits

The maximum number of pages is shown below in the following table:

Cover Letter	1
Title Page	1
Table of Contents	1
Part 1-Administrative Elements	
Form 4: Receipt of Addenda	1
Form 5: Conflict of Interest	As needed
Form 8: Debarment, Suspension, Ineligibility and Voluntary Exclusion	1
Form 9: Acknowledgment of Exhibits	1
Voluntary Exclusion	1
Part 2- Submitter Experience	
Executive Summary	3
Form 1: Major Participant Information	As needed
Form 2: Reference Project Summary	16
Part 3- Key Personnel Experience	
Organizational Chart	1
Executive Summary	3
Form 3: Resume Summary	1
Form 7: Commitment of Key Personnel	12
Resumes	6
Part 4- Quality and Safety Approach	
Executive Summary	1
Part 5- Key Trade Partners	
Executive Summary	1

Dividers between sections of the SOQ are not counted.

5. Evaluation Process

All responses to the Request for Qualifications will be evaluated by Port KC and their consultant.

- Part 1 will be evaluated based on a possible 50 points.
- Part 2 will be evaluated based on a possible 25 points.
- Part 3 will be evaluated based on a possible 15 points.
- Part 4 will be evaluated based on a possible 10 points.

Port KC will shortlist no less than three (3) teams, therefore, the scoring was intentionally crafted to differentiate between what we anticipate to be many highly qualified teams. Port KC will use the ratings below to determine maximum of five (5) most highly qualified teams and/or demonstrate a significant separation between the most highly qualified and those meeting qualifications. The ratings to be used during the shortlisting process are as follows:

Rating	Description
Exceptional +/-	The Submitter has demonstrated an approach that is considered to significantly exceed stated requirements/objectives and provides a consistently outstanding level of quality. There is very little or no risk that the Submitter would fail to meet requirements.
Good +/-	The Submitter has demonstrated an approach that is considered to exceed stated requirements/objectives and offers a generally better than acceptable quality. There is little risk that the Submitter would fail to meet the requirements. Weaknesses, if any are minor.
Acceptable +/-	The Submitter has demonstrated an approach that is considered to meet the stated requirements/objectives and has an acceptable level of quality. The Submitter demonstrates a reasonable probability of meeting the requirements. Weaknesses are minor.
Unacceptable	The Submitter has demonstrated an approach that is considered to fail to meet the stated requirements/objectives and/or provides unacceptable quality and/or demonstrates no reasonable likelihood of meeting the requirements and/or contains weaknesses that are so major and/or extensive that a major revision of the SOQ would be necessary.

6. General Information

6.1 Major Participant Definition

The term Major Participant is defined as any of the following entities:

- All general partners or joint venture members of the Submitter, all individuals, persons, partnerships, limited liability partnerships, corporations, limited liability companies, business associations, or other legal entities, however organized, directly, or indirectly holding an equity interest in the Submitter.
- The lead engineering/design firm(s)
- Each subcontractor anticipated to perform work valued at 20% or more of the construction work.
- Each sub-consultant anticipated to perform 30% or more of the professional services.

Major Participants identified in the SOQ may not be removed, replaced, or added without written approval of Port KC Project Director. Written request must document the proposed change and demonstrate that the change will be equal to or better than the Major Participants submitted in the SOQ.

6.2 Communications

Maitland Mehlhaff is Port KC's sole contact person for receiving all communications regarding the Project and procurement thereof. Each submitter is also solely responsible for providing a single contact person. Email is the preferred method of communication for the Project.

- Maitland Mehlhaff, Project Director
Missouri River Terminal
Phase 1 Roadway Access
mmehlhaff@portkc.org

During the Project procurement process, commencing with issuance of this RFQ and continuing until award of a contract for the Project (or cancellation of the procurement), no employee, member, or agent of any Submitter shall have ex parte communications regarding this procurement with any member of Port KC, or their consultants, but for communications expressly permitted by this RFQ. Any Submitter engaging in such prohibited communications may be disqualified at the sole discretion of Port KC's Project Director. However, communication is allowed with local entities, utility companies, railroads, regulatory agencies, and the general public.

6.3 Questions and Clarifications; Addenda

Questions and requests for clarification regarding this RFQ must be submitted to Port KC's Project Director. To be considered, all questions and requests must be received by 3:00 pm, CT, on the date indicated in Section 2.3. Questions, requests

for clarifications and responses will be posted on the project website. Submitter's names will not be identified.

Port KC reserves the right to revise this RFQ at any time before the final RFQ Addendum date listed in Section 2.3. A link to any addenda will be posted on the Port KC website.

6.4 Ineligible Firms

TranSystems is acting as the owner's representative and therefore is ineligible. Burns & McDonnell and Braun Intertec Corp, are also ineligible. These firms are ineligible to submit a proposal, in either a prime or sub-consultants' role.

6.5 Confidentiality

Documents submitted pursuant to this RFQ will be subject to the Missouri Public Records Act, (RSMo 610.010 *et. seq.*, RSMo). Information clearly marked as confidential and proprietary will be kept confidential by Port KC, unless otherwise provided by law. Port KC will notify the Submitter if a request is made for such information, and the denial is challenged, so that the Submitter may take any action it deems necessary to defend the challenge. The Submitter shall be the entity responsible for defending against the Missouri Public Records Act disclosures for any records claimed by the Submitter to be confidential and proprietary.

6.6 Organizational Conflicts of Interest

Pursuant to 23 CFR 636.116, consultants and sub-consultants who assist Port KC in the preparation of an RFP document are not allowed to participate on a Submitter's team. Submitter must provide to Port KC, via 5 form as identified in Section 3.3, information regarding all potential organizational conflicts of interest in its proposal, including all relevant facts concerning any past, present, or current planned interests which may present an organizational conflict of interest, as required by 23 CFR 636.116. Port KC's Project Director will determine whether an organizational conflict of interest exists, and the actions necessary to avoid, neutralize, or mitigate such conflict, and will respond in writing.

Port KC may disqualify a Submitter if any of its Major Participants, as defined in Section 6.1, belong to more than one Submitter organization.

6.7 Equal Employment Opportunity

The Submitter will be required to follow Federal Equal Employment Opportunity (EEO) policies.

Port KC will ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of

race, color, religion, creed, sex, age, sexual orientation, ancestry, or national origin in consideration for award.

Please refer to Exhibit D for Workforce Participation expectations and definitions.

6.8 Disadvantaged Business Enterprises

The anticipated Disadvantaged Business Enterprises (DBE), also referred to as M/WBE, expectations and requirements of this project are included in Exhibit C. In an effort to ensure a healthy contracting environment for DBE contractors and consultants, a DBE can only be exclusive with one (1) Submitter if they meet the requirements of a Major Participant, as defined in Section 6.1, or with written permission from Port KC's Project Director.

It is the policy of Port KC that DBE's as defined in 49 CFR Part 26 and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Port KC will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any Missouri Department of Transportation, and/or US Department of Transportation assisted contract because of sex, age, race, religion, or national origin.

6.9 Prevailing Wage

This project qualifies as a "public works" project under RSMo 290.210 *et seq.* Please refer to Exhibit B for the expectations and requirements of this project.

7. Protest Procedures

A Submitter may protest the results of the above-described evaluation and qualification process by filing a written notice of protest by hand delivery or courier to Port KC. The notice of protest shall specifically state the grounds of the protest.

Notice of protest of any decision to accept or disqualify a SOQ on responsiveness grounds must be filed within five (5) calendar days after the earliest notification of non-responsiveness or the public announcement of shortlisting. Notice of protest of the decision on shortlisting must be filed within five (5) calendar days after the public announcement of shortlisting.

Within seven (7) calendar days of the notice of protest, the protesting Submitter must file with Port KC a detailed statement of the grounds, facts and legal authorities, including all documents and evidentiary statements, in support of the protest. Evidentiary statements, if any, shall be submitted under penalty of perjury. The protesting Submitter shall have the burden to prove that the decision of Port KC was arbitrary and capricious.

Failure to provide a notice of protest or a detailed statement within the applicable period shall constitute an unconditional waiver of the right to protest the valuation or qualification process and decisions, thereunder, other than any protest based on facts not reasonably ascertainable as of such date.

Other Submitters may file by hand delivery or courier to Port KC, a statement in support of or in opposition to the protest. Such statement must be filed within seven (7) calendar days after protesting Submitter files its detailed statement of protest. Port KC will promptly forward copies of any such statements to the protesting Submitter.

Unless otherwise required by law, no evidentiary hearing or oral argument shall be provided, except, in the sole and absolute discretion of Port KC, a hearing or argument may be permitted, if necessary, for protection of the public interest or an expressed legally recognized interest of a Submitter or Port KC. Port KC will issue a written detailed statement of protest within thirty (30) calendar days after Port KC receives the detailed statement of protest or any allowed (discretionary) evidentiary hearing or oral argument. Such a decision shall be final and conclusive. Port KC or its designee will deliver the written decision to the protesting Submitter.

If Port KC concludes that the Submitter filing the protest has established a basis for protest, Port KC will determine what remedial steps, if any, are necessary or appropriate to address the issues raised in the protest. Such steps may include, without limitation, withdrawing or revising the decisions, issuing a new request for qualifications, or taking other appropriate actions.

7.1 Costs and Damages

All costs of a protest shall be the responsibility of the protester and undertaken at the protestor's expense. In addition, if the protest is denied, the Submitter filing the protest may be liable for Port KC's costs reasonably incurred resulting from the protest. Port KC shall not be liable for damages to the Submitter filing the protest nor to any participant in the protest, on any basis, express or implied.

Form 1
MAJOR PARTICIPANT INFORMATION

Design-Build Project:

Submitter (Team) Name:

Company Name:		Year Established:	
Company Address:		Federal Tax ID:	
Company Phone:		Organization:	<input type="checkbox"/> Corporation
Company Fax:			<input type="checkbox"/> Joint Venture
Contact Name:			<input type="checkbox"/> Partnership
Contact Phone:			<input type="checkbox"/> Other
Contact E-mail:		State of Incorporation: (if applicable)	

Under penalty of perjury, I certify that:

- I am the company's Official Representative;
- The company is either prequalified to perform work as a consultant or contractor for Port KC or is able to obtain prequalification status prior to submitting a Proposal;
- To the best of my knowledge and belief, following reasonable inquiry, the information submitted in this SOQ is true and correct.

[to be signed by authorized signatory or signatories of the Proposer and each Major Participant]

[Proposer or Major Participant's Name]

Signature

Date

Typed Name

Title

MAJOR PARTICIPANT INFORMATION

INCUMBENCY CERTIFICATE:

THE UNDERSIGNED HEREBY CERTIFIES THAT HE/SHE IS THE DULY ELECTED AND ACTING _____ SECRETARY OF _____ (“COMPANY”), AND THAT, AS SUCH, HE/SHE IS AUTHORIZED TO EXECUTE THIS INCUMBENCY CERTIFICATE ON BEHALF OF THE COMPANY, AND FURTHER CERTIFIES THAT THE PERSONS NAMED BELOW ARE DULY ELECTED, QUALIFIED, AND ACTING OFFICERS OF THE COMPANY, HOLDING ON THE DATE HEREOF THE OFFICES SET FORTH OPPOSITE THEIR NAMES.

NAME	OFFICE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

IN WITNESS WHEREOF, THE UNDERSIGNED HAS EXECUTED THIS INCUMBENCY CERTIFICATE:

[Proposer or Major Participant’s Name]

By: _____
Signature

Typed or Printed Name

Title

Date

Form 2

REFERENCE PROJECT SUMMARY

Design-Build Project:

Submitter (Team) Name:

Contact Name:		Type of Project:	<input type="checkbox"/> Design-Build
Contact Address:			<input type="checkbox"/> Design
Contact Phone:			<input type="checkbox"/> Construction
Original Project Budget:		Project Start Date:	
Final Project Cost:		Project End Date:	
DBE Goal:		Workforce Diversity Female Goal:	
Actual DBE:		Workforce Diversity Female Actual:	
		Workforce Diversity Minority Goal:	
		Workforce Diversity Minority Actual:	
Were the Workforce Diversity Goals per Craft met?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If no, detail the efforts made to be in compliance:			

MAJOR PARTICIPANTS INVOLVED IN REFERENCE PROJECT			
MAJOR PARTICIPANT	ROLE	DESCRIPTION OF WORK PERFORMED	PERCENTAGE OF WORK PERFORMED

PERSONNEL INVOLVED IN REFERENCE PROJECT		
List only individuals who are Key Personnel		
NAME (Last, First)	ROLE	DESCRIPTION OF WORK PERFORMED

Form 2
REFERENCE PROJECT SUMMARY

Description of Project:

**Form 3 RESUME
SUMMARY**

Design-Build Project:

Submitter (Team) Name:

* Proposer may define additional Key Personnel as specified in the Request for Qualifications.

(submit one Form)

Page 1 of 1

**Form 3- RESUME
SUMMARY**

Key Personnel Title *	Name (Last, First)	Employer's Firm Name	Years of Experience	% Assigned to Project		On Site (Y/N)
				During Design Phase	During Construction Phase	

Form 4- Receipt of Addenda

Design-Build Project:

Submitter (Team) Name:

Addendum Number:		Dated:	
Addendum Number:		Dated:	
Addendum Number:		Dated:	
Addendum Number:		Dated:	
Addendum Number:		Dated:	

The undersigned acknowledges receipt of the addenda as indicated above for:

Request for Qualifications

Request for Proposals

Other _____

Signature

Date

Typed Name

Title

Form 5- CONFLICT OF INTEREST

Design-Build Project:

Submitter (Team) Name:

As required by 23 CFR 636.116 and 7 CSR 10-24.080, the Submitter must provide to Port KC information regarding all potential organizational conflicts of interest in its proposal, including all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest.

Conflicts:

If there are such conflicts, the information should be attached in a letter addressed to Project Director. The undersigned acknowledges any potential organizational conflicts of interests have been spelled out in an attached letter.

_____ Signature	_____ Date
_____ Typed Name	_____ Title

No Conflicts:

The undersigned acknowledges there are no potential organizational conflicts of interests.

_____ Signature	_____ Date
_____ Typed Name	_____ Title

Form 6
REQUESTS FOR CLARIFICATION – RFQ PHASE

Item Number	RFQ Section	Topic	Comment/Question	Port KC USE ONLY		
					Date	Will change be reflected in future addendum? (Y/N)

Form 7
COMMITMENT OF KEY PERSONNEL

Design-Build Project:

Submitter (Team) Name:

Section 1	Please Circle One	
1. I am assigned to an existing Design-Build project with Port KC:	Yes	No
<hr/>		
2. I am pursuing a Design-Build procurement for other Port KC projects:	Yes	No
<hr/>		
<p>If the Key Personnel answered "No" to question 1, 2 and please skip Section 2 and proceed to signature. If this Key Personnel answered "Yes" to question 1 or 2 continue to Section 2.</p>		
Section 2	<p>Key Personnel shall describe their current contractual commitment on existing Design-Build Projects, and their strategy to managing multiple responsibilities on multiple Design-Build Projects where their commitment may overlap. Key Personnel should also include their proposed replacement if a conflict arises between contractual commitments on projects currently in design-build procurement.</p>	

Signature

Date

Typed Name

Title

Form 7
COMMITMENT OF KEY PERSONNEL

Section 2 Continued (if required)

**Form 8
DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION CERTIFICATE**

Design-Build Project:

Submitter (Team) Name:

The undersigned, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, or manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency.
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years.
- Does not have a proposed debarment pending.
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.
- Has not within the past 3 years had one or more public transactions (federal, state or local) terminated for cause or default.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Insert exceptions, if any]

Exceptions will not necessarily result in denial of Award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

[To be signed by authorized signatory or signatories of the Proposer and each Major Participant]

[Proposer or Major Participant's Name]

By: _____
Signature

Typed or Printed Name

Title

Date

Form 9
Acknowledgement

I certify that I have read, understand, and acknowledge the policies and responsibilities required in Exhibits A-D.



Signature

Date

Title

EXHIBIT A
Bonding, Payment/Purchasing, OSHA & E-Verify

A. Bonds

1. Performance Bond.

Contractor shall obtain and deliver to Port KC a performance bond naming Port KC as obligee, which payment bond shall be in an amount not less than the total Contract amount.

2. Payment Bond.

Contractor shall obtain and deliver to Port KC a payment bond naming Port KC as obligee, which payment bond shall be in an amount not less than the total Contract amount.

B. Payment

Contractor shall pay to its subcontractors and material suppliers, within fifteen (15) days after each payment from Port KC (or such shorter time as their respective contract(s) might provide for), those sums due the same under the terms of their respective contract(s), except that any retention shall not exceed five percent (5%). In the event that a payment is not timely made by Contractor, in whole or in part, on the grounds that the work, or any portion thereof, was not deemed suitable for payment, Contractor shall provide the subcontractors and material suppliers with a written explanation for the withholding or deductions. If Contractor shall fail to make a payment in full within the time allotted herein, without reasonable cause, Contractor shall pay its subcontractors and material suppliers, in addition to any payment due them, interest in the amount of not less than one and one-half percent per month (or such greater interest as their respective contract(s) might provide for), calculated from the date payment was due.

C. Buy American

By American. Pursuant to the requirements of Section 34.353, RSMo, any manufactured goods or commodities used or supplied in performing the Scope of Work shall be manufactured or produced in the United States. This provision may be waived in the event only one line of a particular good or product required for the performance of the Scope of Work is manufactured or produced in the United States.

MoDOT Requirements. The funding for the project is a combination of Port KC and State of Missouri funds. Therefore, all standard MoDOT contract requirements will be included and enforced in any Contract.

D. OSHA 10-Hour

Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their On-Site Employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the State of Missouri's Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, unless such On-Site Employees have previously completed the required program. All On-Site Employees who have not previously completed the program are required to complete the program within sixty (60) days of beginning work on the Project. Any On-Site Employee found on a work site subject to this paragraph without documentation of the successful completion of the required course shall be afforded twenty (20) days to produce such documentation and Contractor shall cause those failing to do so to be removed from the work site until such time as they shall be in compliance.

The failure to comply with the requirements of this paragraph C may subject Contractor to the payment of statutory penalties to Port KC. Contractor shall incur a statutory penalty of two thousand five-hundred dollars (\$2,500) plus one hundred dollars (\$100) for each On-Site Employee employed by Contractor, for each calendar day, or portion thereof, such employee is employed without the required training within the time limits allotted herein. In the event that Port KC shall become entitled to statutory penalties, Port KC shall be entitled to collect the same in any manner authorized by the provisions of any agreement or contract, however denominated, to which the provisions of this Workforce Protections Policy shall be attached or incorporated by reference. Any statutory penalties shall be imposed and collected, if due, consistent with the procedures established by Section 292.675, RSMo.

Contractor shall contractually require its subcontractors of every tier to adhere to the requirements of this paragraph C in every regard.

For purposes of this paragraph C, the following definitions shall be applicable:

"Directly engaged in construction" shall mean work performed in the actual erection of the structure or completion of the Project. In addition, employees working at a nearby or adjacent facility used by Contractor or its subcontractors for construction of the Project shall be deemed on-site employees. Persons engaged solely in the transportation of materials, fuel, or equipment to the site of the Project shall not be deemed to be directly engaged in construction.

"On-site employee", laborers, workmen, drivers, equipment operators, and craftsmen employed by Contractor or its subcontractors to be directly engaged in construction at the site of the Project.

E. E-Verify

Contractor shall not employ any person on the Project who does not have the legal right or authorization under federal law to work in the United States, as defined in 8

U.S.C. 1324a(h)(3). Contractor shall execute an “Employee Eligibility Verification Affidavit” and shall attach thereto documentation sufficient to establish Contractor’s enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E- Verify) or an equivalent federal work authorization program authorized by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. For those Contractors enrolled in E-Verify, the first and last pages of the E- Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this paragraph D. Contractor shall submit the affidavit and attachments to Port KC prior to commencement of the Project, or at any point during the term of the Project if requested by Port KC.

Contractor shall contractually require its subcontractors of every tier to adhere to the requirements of this paragraph D in every regard.

EXHIBIT B
Prevailing Wage

The “Prevailing Wage Requirements” shall collectively refer to the following:

- A. Sections 290.210 to 290.340, RSMo, the State of Missouri Prevailing Wage Law (“Law”); and
- B. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (“Rules”); and
- C. The Annual Wage Order (“Wage Order”) issued by the State of Missouri’s Department of Labor and Industrial Relations; and
- D. Any applicable Annual Incremental Wage Increase (“Wage Increase”) to the Wage Order.

In accordance with the provisions of the Prevailing Wage Requirements, Contractor will pay or cause to be paid the applicable prevailing hourly rate of wages to all workers entitled to the same. If and to the extent the Prevailing Wage Requirements are applicable, Contractor will take whatever lawful steps are necessary to ensure that prevailing hourly rate of wages are paid by Contractor and all subcontractors thereunder, of every tier, according to the type of work being performed.

In order to monitor the payment of the prevailing hourly rate of wages, Contractor shall do the following with respect to any and all Prevailing Wage Applicable Work:

- i. Post and require all subcontractors to post and keep posted a clearly legible statement of all prevailing hourly rate of wages to be paid to the workers in a prominent and easily accessible place at the location of the Prevailing Wage Applicable Work; and
- ii. Complete and require all subcontractors to complete Port KC’s “Daily Labor Force Report” for each calendar day that Prevailing Wage Applicable Work is being performed, and remit the same not less than weekly; and
- iii. Complete and require all subcontractors to complete Port KC’s “Certified Payroll Report” for each calendar week that Prevailing Wage Applicable Work is being performed, and remit the same not more than two weeks after the close of the applicable payroll reporting period; and
- iv. Complete weekly interviews with randomly selected workers to identify any potential compliance issues; and
- v. Review every Daily Labor Force Report in conjunction with the applicable Certified Payroll Report and identify any errors, omissions, or entries

inconsistent with the Prevailing Wage Requirements; and

- vi. Correct and require all subcontractors to correct any errors, omissions, or entries inconsistent with the Prevailing Wage Requirements that are identified during such review of the same, and to remit to the affected workers any additional sums determined to be due as a result of such corrections; and
- vii. Remit to Port KC, once per month, the Certified Payroll Reports as corrected, if applicable. (The corresponding Daily Labor Force Reports shall **not** be submitted to Port KC but shall be retained as otherwise provided for herein, and are subject to review by Port KC and its authorized agents upon their request); and
- viii. File with Port KC, not more than thirty (30) days following the completion of the Prevailing Wage Applicable Work, the “Affidavit of Compliance With Prevailing Wage Requirements” for the purpose of certifying their compliance with the Prevailing Wage Requirements.

All records submitted with respect to the Prevailing Wage Requirements or otherwise herein required shall be retained by Contractor for not less than three (3) full year following the date upon which Contractor submits to Port KC the “final” Certified Payroll Reports for the Prevailing Wage Applicable Work and shall be made available for review by Port KC and its authorized agents upon request. Port KC shall have the absolute right to audit Contractor’s compliance with the provisions of this document and to examine, in whole or in part, any records which Contractor is required to obtain and retain, and to interview any workmen in connection therewith. Contractor shall grant Port KC or its authorized representative access to such records and workmen, if applicable, during business hours, and shall make such records and workmen available at the location of the Prevailing Wage Applicable Work or such other location in reasonable proximity thereto as Port KC may identify. Contractor shall require its contract management firm, if applicable, to comply with this Prevailing Wages Policy in every regard.

Contractor is solely responsible for ensuring that its subcontractors comply with the provision of the Prevailing Wage Requirements and shall be the sole point of contact for Port KC with respect to such matters. Contractor shall not instruct its subcontractors to submit any documentation required by this Prevailing Wages Policy or the Prevailing Wage Requirements directly to Port KC unless Port KC and Contractor shall have mutually agreed otherwise in writing. Any documentation not otherwise submitted through Contractor may be rejected by Port KC in its sole discretion, in which case Contractor shall resubmit such materials.

If any allegations or inquiries are made with respect to any potential violations of the Prevailing Wage Requirements, or if Contractor’s review of the Daily Labor Force Reports and Certified Payroll Reports indicates a violation, Contractor must notify Port KC in writing within five (5) days of learning of such allegation, inquiry, or violation. Contractor must follow up with the relevant contractor(s) and subcontractors thereunder until all allegations, inquiries or violations are satisfactorily resolved and disclose the resolution to Port KC, in writing, within five (5) days

following the resolution of all such allegations, inquiries or violations.

If any violations of the Prevailing Wage Requirements are not resolved to the satisfaction of Port KC, Port KC may identify, by written notice to Contractor, the workers claiming to have been underpaid, the days they claim to have been underpaid, and the amounts they claim to have been underpaid. Contractor will have ten (10) days following receipt of such notice, or such longer time as Port KC may authorize in writing, to respond to the notice. Contractor will be given reasonable notice and an opportunity to be heard on the matter. Based on the information in the notice, Contractor's response, and such additional information as Port KC determines relevant, Port KC will render a written decision as to the amount, if any, of additional wages Port KC concludes is owed. Within ten (10) days following Contractor's receipt of such Port KC determination, Contractor shall either (i) promptly pay or cause to be paid any such wages that Port KC determines are owed, or (ii) notify Port KC in writing that it disputes Port KC's determination. In the event Contractor elects (ii) above, the matter shall be referred to the State of Missouri's Department of Labor and Industrial Relations for further enforcement action. Notwithstanding the foregoing, nothing herein shall be construed as precluding Contractor from any additional civil and criminal liability imposed by the Prevailing Wage Requirements.

The failure to comply with the Prevailing Wage Requirements may subject Contractor to the payment of statutory penalties to Port KC. Contractor shall incur a statutory penalty of one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rate of wages for any work done on behalf of Contractor and all subcontractors thereunder. Any statutory penalties shall be imposed and collected, if due, consistent with the procedures established by Law.

EXHIBIT C
Disadvantaged Business Enterprises

Projects shall be subject to the following M/WBE goals unless otherwise waived, in whole or in part, pursuant to this policy:

MBE - 14.7%

WBE - 14.4%

A. Definitions.

Commercially Useful Function: Real and actual services that are a distinct and verifiable element of the contracted work based upon private sector trade or industry standards. Determination that an M/WBE performs a commercially useful function will be made based on the following considerations:

- a. An MBE or WBE performs a commercially useful function when it is responsible for execution of the ordinary and necessary work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE or WBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining the quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. To determine whether an MBE or WBE is performing a commercially useful function, one must evaluate the following:
 1. The amount of work subcontracted; and
 2. Industry practices; and
 3. Whether the amount the enterprise is to be paid under the contract is commensurate with the work it is actually performing; and
 4. Whether the MBE or WBE has the skill and expertise to perform work for which it is being utilized; and
 5. The credit claimed for its performance of the work; and
 6. Other relevant factors.
- b. An MBE or WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MBE or WBE participation. In determining

whether an MBE or WBE is such an extra participant, one must examine similar transactions, particularly those in which MBEs or WBEs do not participate.

- c. An MBE or WBE firm is not performing a commercially useful function if the MBE or WBE subcontracts a greater portion of the work on a contract or purchases a greater amount of material than would be expected on the basis of normal industry practice for the type of work involved.
- d. Whether the MBE or WBE is participating in the contract as a middle person or broker in the normal course of that business or trade by purchasing the goods and/or services from another business, thereby qualifying expenditures for such goods and/or services to be counted toward utilization requirements for MBEs and WBEs.
- e. Whether the MBE or WBE is responsible for the purchase and quality of, and payment for, materials used to perform its work under the contract.

There shall be a rebuttable presumption that, when the MBE or WBE subcontracts a greater portion of the contract work than normal industry practice, the MBE or WBE is not performing a commercially useful function.

Disadvantaged Business Enterprise (DBE): A business concern that meets the federal requirements for certification as a DBE.

Good Faith Waiver: A waiver that is granted by Port KC based upon a showing by a Contractor that despite undertaking in good faith the actions outlined in this Policy, the Contractor may be unable to achieve the M/WBE Goal.

Minority: A person who is a citizen or lawful permanent resident of the United States and who is:

- a. African American, a person whose origins are in any of the Black racial groups of Africa, and who has historically and consistently identified himself or herself as being such a person; or
- b. Hispanic American and/or Latino American, a person whose origins are in Mexico, Central or South America, or any of the Spanish speaking islands of the Caribbean, (for example Cuba and Puerto Rico) regardless of race, and who has historically and consistently identified himself or herself as being such a person; or
- c. Asian and/or Pacific Islander American, a person whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands

of the Pacific or the Northern Marianas, or the Indian Subcontinent, and who has historically and consistently identified himself or herself as being such a person; or

- d. Native American, a person having origins in any of the original peoples of North America, and who maintains tribal affiliation or demonstrates at least one-quarter descent from such groups, and who has historically and consistently identified himself or herself as being such a person.

Minority Business Enterprise (MBE): A for-profit small business concern that:

- a. Is at least 51 percent owned, managed, and independently controlled by one or more minorities; and
- b. Performs a commercially useful function; and
- c. Has been certified by the City of Kansas City, Missouri's Human Relations Department, another state or a political subdivision thereof, or by a reputable chamber or organization whose mission includes the promotion of minority owned business interests, as provided by this policy.

M/WBE Goal: A numerical objective stated as a percentage of contract dollars for participation by MBEs, WBEs or DBEs in providing professional services, construction and the equipping Project.

Woman: A person who is a citizen or lawful permanent resident of the United States and who is a female.

Women's business enterprise (WBE): A for-profit small business concern that:

- a. Is at least 51 percent owned, managed, and independently controlled by one or more women; and
- b. Performs a commercially useful function; and
- c. Has been certified by the City of Kansas City, Missouri's Human Relations Department, another state, or a political subdivision thereof, or by a reputable chamber or organization whose mission includes the promotion of minority owned business interests, as provided by this policy.

B. Selection of M/WBEs.

The selection of M/WBEs working on the Project shall be made by Contractor,

but shall be drawn from the following sources only:

- i. Those M/WBE entities listed in the Certified Directory maintained by the City of Kansas City, Missouri's Human Relations Department.
- ii. Those M/WBE entities listed on the Certified M/WBE Vendors Directory maintained by the Missouri Office of Equal Opportunity.
- iii. Those M/WBE entities certified as such by another state or a political subdivision thereof.
- iv. Those M/WBEs (or their substantive equivalent) as so certified by any reputable chamber or organization whose mission includes the promotion of minority and women owned business interests.

In the event that M/WBE entities cannot be obtained in an amount sufficient to achieve the M/WBE goals, entities certified as DBEs may be credited towards the M/WBE goals if drawn from the following sources:

Those DBE entities listed in the Certified Directory maintained by the City of Kansas City, Missouri's Human Relations Department

Those DBE entities listed in the Missouri Regional Certification DBE Directory maintained by the Missouri Department of Transportation

Those DBE entities certified as such by another State or a political subdivision thereof.

Any DBE so utilized shall be classified for purposes of M/WBE credit as an MBE or WBE consistent with the status of the person or persons having managerial control of the DBE.

Port KC strongly encourages Contractors to utilize M/WBE firms certified as such by the City of Kansas City, Missouri's Human Relations Department (subparagraph i above) or the Missouri Office of Equal Opportunity (subparagraph ii above) before drawing from any other source. Those firms listed on such directories will be accepted by Port KC without further inquiry. Port KC reserves the right to require that Contractors reasonably establish the basis for its determination that any other entity selected from any other source should be regarded as an M/WBE for purposes of this policy.

C. Required Submission Prior to Contract Award.

Contractor will submit a proposed Contractor Utilization Plan/Request for Waiver prior to the execution of any contract. An automatic request for waiver shall be considered by Port KC if the proposed participation is less than the established M/WBE goals, and Contractor has made a Good Faith Effort to obtain M/WBE participation but was unable to achieve the M/WBE goals.

D. Required Monthly Submissions.

Contractor must electronically submit the following document to compliance@portkc.com by the last calendar day of each calendar month until such time as the construction of the Project has been fully completed.

M/WBE Monthly Utilization Report: This form identifies the M/WBEs utilized, and the amounts paid to each throughout the construction of the Project.

E. M/WBE Participation Credit.

The following shall be credited towards achieving the M/WBE goals:

1. One hundred percent (100%) of the dollar amount paid to a general contractor or a subcontractor that is a qualified M/WBE, except as otherwise expressly provided for herein.
2. Sixty percent (60%) of the total dollar amount paid to obtain supplies or goods from a supplier who is a qualified M/WBE
3. Ten percent (10%) of the total dollar amount paid to obtain supplies or goods from a supply broker who is a qualified M/WBE.
4. One hundred percent (100%) of the total dollar amount paid to a manufacturer of construction supplies who is a qualified M/WBE.

NO CREDIT, however, will be given for the following:

1. The dollar amount paid to an M/WBE that does not perform a Commercially Useful Function; and
2. The dollar amount that a M/WBE subcontracts to any contractor not a qualified M/WBE; and
3. Materials and supplies used on the project unless the M/WBE is responsible for negotiating the price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for material itself; and
4. Work performed by an M/WBE in a scope of work other than that in which the M/WBE is certified.

F. **Methods for Securing Participation of M/WBEs and Good Faith Efforts.**

In the event Contractor does not meet M/WBE goals, the efforts taken by Contractor will be evaluated to determine whether Good Faith Efforts were made to secure participation. Good Faith Efforts are efforts that, given all relevant circumstances, Contractor actively and aggressively demonstrates in attempting to meet the M/WBE goals.

G. **Evaluating Good Faith Efforts.** In evaluating good faith efforts, Port KC will consider whether Contractor has performed, or caused to be performed, the following, along with any other relevant factors:

1. **Advertisement.** Advertised opportunities to participate in the contract in general circulation media, trade and professional association publications, small and minority business media, or publications of minority and women' s business organizations at least fifteen (15) calendar days prior to any bid or proposal due date. For purposes of this paragraph, advertisements posted in not less than three (3) of the "News and Print Publications" listed on the attachment to this policy shall be deemed sufficient.
2. **Notice.** Provided notice to minority and women' s business organizations of specific opportunities to participate in the project at least fifteen (15) calendar days prior to any bid or proposal due date.
3. **Direct Contact.**
 - a. Sent written notices, by certified mail, e-mail, or facsimile, to not less than eighty percent (80%) of the M/WBE' s listed in the Certified Directory maintained by the City of Kansas City, Missouri' s Human Relations Department at least fifteen (15) calendar days prior to any bid or proposal due date.
 - b. Attempted to identify portions of the work for qualified M/WBE participation in order to increase the likelihood of meeting the goals, including breaking down the scope(s) of work into economically feasible units where reasonably practical.
4. **Contact with Port KC.** Requested assistance in achieving the M/WBE goals from Port KC' s President/CEO and acted on the President /CEO' s recommendations, if any.
5. **Conference.** Conferred with qualified M/WBEs and explained the scope and requirements of the work for which their bids or proposals were solicited.
6. **Negotiations.** Attempted to negotiate in good faith with qualified M/WBEs to perform specific scopes of the Project, not rejecting them as unqualified without sound reasons based on a thorough

investigation of their capabilities.

Written notices and advertisements to be provided pursuant to (1), (2) and (3) above shall include the following information:

- (a) The bid or proposal due date;
- (b) The name of the project;
- (c) The address or general location of the Project;
- (d) The location of plans and specifications for viewing;
- (e) Contact information for the Contractor;

- (f) A general description of the scopes of work that are the subject of the solicitation;
- (g) The date and time of any pre-bid meeting(s), if any, which have been scheduled; and
- (h) Any other information deemed relevant by the Contractor.

H. Access to Documents and Records

Contractor agrees to permit the Port KC's duly authorized agents or employees' access at all reasonable times to the applicable books and business records of Contractor as may be necessary for the limited purposes of ascertaining compliance with the requirements of this policy. Contractor shall require its subcontractors to likewise make its applicable books and records available to the same extent as is applicable to Contractor.

I. Remedies; Liquidated Damages

If Contractor fails to achieve the M/WBE goals as ultimately established in the Contractor Utilization Plan/Request for Waiver approved by Port KC, Port KC will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, the monetary difference between the amount of the M/WBE goals as ultimately established in the Contractor Utilization Plan/Request for Waiver and the amount actually paid to qualified MBEs and WBEs for performing a commercially useful function will be due from Contractor as liquidated damages.

Liquidated damages will not be imposed when, for reasons beyond the control of Contractor, the M/WBE goals as ultimately established in the Contractor Utilization Plan/Request for Waiver are not met and Contractor otherwise establishes its Good Faith Efforts.

EXHIBIT D
Workforce Participation

Projects shall be subject to the following goals, unless otherwise waived, in whole or in part, pursuant to this policy:

Minorities	- 10%
Women	- 2%

The goals are expressed as a percentage of the total Construction Labor Hours performed by minorities and women in constructing a Project. Although it is not a requirement that a Contractor meet or exceed the goals, a Contractor not doing so is required to objectively demonstrate to Port KC that good faith efforts have been made. This policy shall not be construed as requiring or encouraging that employment decisions be made, or that the terms and conditions of employment otherwise be altered, based upon race or gender.

A. The following terms shall be defined as follows for purposes of the Construction Workforce Program:

Construction Labor Hour: A sixty-minute period of time devoted by a worker in constructing, reconstructing, improving, enlarging, or altering any permanent building or structure for the Project.

Good Faith Waiver: A waiver that is granted by Port KC based upon a showing by Contractor that despite undertaking in good faith the actions outlined in this policy, Contractor was unable to achieve the goals.

Minority: A person who is a citizen or lawful permanent resident of the United States and who is:

- a. African American, a person whose origins are in any of the Black racial groups of Africa, and who has historically and consistently identified himself or herself as being such a person; or
- b. Hispanic American and/or Latino American, a person whose origins are in Mexico, Central or South America, or any of the Spanish speaking islands of the Caribbean, (for example Cuba and Puerto Rico) regardless of race, and who has historically and consistently identified himself or herself as being such a person; or
- c. Asian and/or Pacific Islander American, a person whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent, and who has historically and consistently identified himself or herself

- as being such a person; or
- d. Native American, a person having origins in any of the original peoples of North America, and who maintains tribal affiliation or demonstrates at least one-quarter descent from such groups, and who has historically and consistently identified himself or herself as being such a person.

Woman: A person who is a citizen or lawful permanent resident of the United States and who is a female.

II. Required Monthly Submissions.

- A. Contractor must electronically submit the following document to compliance@portkc.com by the last calendar day of each calendar month until such time as the construction of the Project has been fully completed.

Project Workforce Monthly Utilization Report. Two copies of this report must be submitted to the Port KC each month. The first copy will be utilized to report Contractor's workforce compliance data with regard to the Project. The second copy will be utilized to report consolidated workforce compliance data for every subcontractor retained by Contractor on the Project.

III. Methods for Securing Participation and Good Faith Efforts.

- A. Contractors are required to make good faith efforts to achieve the goals. If Contractor will be unable to secure enough minority and female participation to meet or exceed the goals, Contractor must, within a reasonable time after so learning, request a waiver or modification of the goals by Port KC. Port KC will examine the request and the documentation of good faith efforts and grant or deny a Good Faith Waiver, in whole or in part. Port KC will grant a waiver only if Contractor shows a good faith effort has been made to secure minority and female participation in the construction of the Project.
- B. **Evaluating Good Faith Efforts.** In evaluating good faith efforts, Port KC will consider whether Contractor has performed, or caused to be performed, the following, along with any other relevant factors:
 1. For those Contractors with a general contractor that is not signatory to a collective bargaining agreement with organized labor:
 - a. Requested in writing the assistance of Port KC with respect to efforts to promote the utilization of minorities and women in the workforce and acted upon Port KC's recommendations; and
 - b. Advertised in minority or women trade association newsletters and/or minority or women owned media at least 15 calendar

days prior to the utilization of any construction services and used terminology that sufficiently describes the work available, the pay scale, the application process, and anything else that one might reasonably be expected to be informed of relevant to the position being advertised; and

- c. Maintained copies of each advertisement and a log identifying the publication and date of publication; and
 - d. Conducted real and substantial recruitment efforts, both oral and written, targeting resident, minority and women community-based organizations, schools with a significant minority student population, and training organizations serving the recruitment area; and
 - e. Established and maintained a current list of residents, minority, and women recruitment sources, providing written notification to the recruitment sources of available employment opportunities, and maintained records of the notices submitted to the organizations and any responses thereto; and
 - f. Maintained a current file for the time period of the Project with the name, address, and telephone number of each resident, minority and woman job applicant, the source of the referral, whether or not the person was hired, and in the event that the applicant was not hired, the reason therefor; and
 - g. Promoted the retention of minorities and women in its workforce with the goals of achieving sufficient annual hours for minorities and women to qualify for applicable benefits; and
 - h. Required by written contract that Contractor's subcontractors comply with the above efforts.
2. For those Contractors with a general contractor that is signatory to collective bargaining agreements with organized labor:
- a. Requested in writing from each labor union representing crafts to be employed in the construction of the Project that: (i) The labor union make efforts to promote the utilization of residents of the city, minorities and women in the workforce; and (ii) The labor union identifies any residents of the city, minorities and women in its membership eligible for employment; and
 - b. Collaborated with labor unions in promoting mentoring programs for journeypersons intended to assist minorities and women in increasing retention with the goal of achieving sufficient annual hours to qualify for applicable benefits; and
 - c. Maintained a current file with the name, address, and telephone number of each resident, minority and woman worker identified by the labor union, whether or not the person was hired, and in

the event the person was not hired, the reason; therefore, and

- d. Required by written contract that that Contractor's subcontractors comply with the above efforts.

To the extent that the good-faith effort requirements set forth in this section are in conflict with the procedures implemented pursuant to a competitive bargaining agreement, such other procedures, as may be approved by Port KC in writing, may be substituted in order to accomplish the purpose and intent of this section.

IV. Access to Documents and Records

- A. Contractor agrees to permit Port KC's duly authorized agents or employees' access at all reasonable times to the applicable books and business records of Contractor as may be necessary for the limited purposes of ascertaining compliance with the requirements of this policy. Contractor shall require its subcontractors to likewise make its applicable books and records available to the same extent as is applicable to Contractor.

V. Remedies; Liquidated Damages

- A. Contractor shall be liable for compliance with the Construction Workforce Program.
- B. If Contractor fails to achieve the goals and the same have not otherwise been waived or modified, Port KC will sustain damages, the exact extent of which would be difficult or impossible to ascertain. Therefore, in order to liquidate those damages, Port KC shall be entitled to collect the sum of three thousand dollars (\$3,000) for each calendar year during which construction on the Project shall have occurred.
- C. Liquidated damages will not be imposed when, for reasons beyond the control of Contractor, the goals are not met, and Contractor otherwise establishes Good Faith Efforts.